

Nat'l Highway Traffic Safety Admin., DOT

Pt. 591, App. B

Name Address

Name Address
(SEAL)

(Surety)

Name Address

**CERTIFICATE AS TO CORPORATE
PRINCIPAL**

I, _____, certify that I am the _____ of the corporation named as principal in the within bond; that _____, who signed the bond on behalf of the principal, was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

[Corporate Seal]

To be used when a power of attorney has been filed with NHTSA. May be executed by secretary, assistant secretary, or other officer.

[55 FR 11380, Mar. 28, 1990, as amended at 59 FR 52097, Oct. 14, 1994; 69 FR 52093, Aug. 24, 2004]

**APPENDIX B TO PART 591—SECTION
591.5(f) BOND FOR THE ENTRY OF
MORE THAN A SINGLE VEHICLE**

DEPARTMENT OF TRANSPORTATION

NATIONAL HIGHWAY TRAFFIC SAFETY
ADMINISTRATION

**BOND TO ENSURE CONFORMANCE WITH
FEDERAL MOTOR VEHICLE SAFETY
AND BUMPER STANDARDS**

(To redeliver vehicles, to produce documents, to perform conditions of release such as to bring vehicles into conformance with all applicable Federal motor vehicle safety and bumper standards)

Know All Men by These Presents That (principal's name, mailing address which includes city, state, ZIP code, and state of incorporation if a corporation), as principal, and (surety's name, mailing address which includes city, state, ZIP code and state of incorporation) as surety, are held and firmly bound unto the UNITED STATES OF AMERICA in the sum of (bond amount in words) dollars (\$ (bond amount in numbers)), which represents 150% of the entered value of the following described motor vehicle, as determined by the Bureau of Customs and Border Protection (make, model, model year, and VIN of each vehicle) for the payment of which we bind ourselves, our heirs, executors, and assigns (jointly and severally), firmly bound by these presents.

WITNESS our hands and seals this _____ day of _____, 20____.

WHEREAS, motor vehicles may be entered under the provisions of 49 U.S.C. Chapters 301 and 325; and DOT Form HS-7 "Declaration,"

WHEREAS, pursuant to 49 CFR part 591, a regulation promulgated under the provisions of 49 U.S.C. Chapter 301, the above-bounden principal desires to import permanently the motor vehicles described above, which are motor vehicles that were not originally manufactured to conform to the Federal motor vehicle safety, or bumper, or theft prevention standards; and

WHEREAS, pursuant to 49 CFR part 592, a regulation promulgated under the provisions of 49 U.S.C. Chapter 301, the above-bounden principal has been granted the status of Registered Importer of motor vehicles not originally manufactured to conform to the Federal motor vehicle safety, bumper, and theft prevention standards; and

WHEREAS, pursuant to 49 CFR part 593, a regulation promulgated under 49 U.S.C. Chapter 301, the Administrator of the National Highway Traffic Safety Administration has decided that each motor vehicle described above is eligible for importation into the United States; and

WHEREAS, the motor vehicles described above have been imported at the port of _____, and entered at said port for consumption on entry No. _____, dated _____, 20____;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT—

(1) The above-bounden principal ("the principal"), in consideration of the permanent admission into the United States of the motor vehicles described above, voluntarily undertakes and agrees to have such vehicles brought into conformity with all applicable Federal motor vehicle safety and bumper standards within a reasonable time after such importation, as specified by the Administrator of the National Highway Traffic Safety Administration (the "Administrator");

(2) For each vehicle described above ("such vehicle"), the principal shall then file, with the Administrator, a certificate that such vehicle complies with each Federal motor vehicle safety standard in the year that such vehicle was manufactured and which applies in such year to such vehicle, and that such vehicle complies with the Federal bumper standard (if applicable);

(3) The principal shall not release custody of any vehicle to any person, or license or register the vehicle, from the date of entry until 30 calendar days after it has certified compliance of such vehicle to the Administrator, unless the Administrator notifies the principal before 30 days that (s)he has accepted such certification and such vehicle

and all liability under this bond for such vehicle may be released, except that no such release shall be permitted, before or after the 30th calendar day, if the principal has received written notice from the Administrator that an inspection of such vehicle will be required, or that there is reason to believe that such certification is false or contains a misrepresentation.

(4) And if the principal has received written notice from the Administrator that an inspection of such vehicle is required, the principal shall cause such vehicle to be available for inspection, and such vehicle and all liability under this bond for such vehicle shall be promptly released after completion of an inspection showing no failure to comply. However, if the inspection shows a failure to comply, such vehicle and all liability under this bond for such vehicle shall not be released until such time as the failure to comply ceases to exist;

(5) And if the principal has received written notice from the Administrator that there is reason to believe that such certificate is false or contains a misrepresentation, such vehicle and all liability under this bond for such vehicle shall not be released until the Administrator is satisfied with such certification and any modification thereof;

(6) And if the principal has received written notice from the Administrator that such vehicle has been found not to comply with all applicable Federal motor vehicle safety and bumper standards, and written demand that such vehicle be abandoned to the United States, or delivered to the Secretary of Homeland Security for export (at no cost to the United States), the principal shall abandon such vehicle to the United States, or shall deliver such vehicle, or cause such vehicle to be delivered to, the custody of the Bureau of Customs and Border Protection at the port of entry listed above, or any other port of entry, and shall execute all documents necessary for exportation of such vehicle from the United States, at no cost to the United States; or in default of abandonment or redelivery after proper notice by the Administrator to the principal, the principal shall pay to the Administrator an amount equal to 150% of the entered value of such vehicle as determined by the Bureau of Customs and Border Protection;

Then this obligation shall be void; otherwise it shall remain in full force and effect. [At this point the terms agreed upon between the principal and surety for termination of the obligation may be entered]

Signed, sealed and delivered in the presence of

PRINCIPAL: (name and address)

(Signature) (SEAL)

(Printed name and title)

SURETY: (name and address)

(Signature)

(Printed name and title)

[60 FR 57954, Nov. 24, 1995, as amended at 69 FR 52093, Aug. 24, 2004]

APPENDIX C TO PART 591—POWER OF ATTORNEY AND AGREEMENT

_____ does constitute and appoint the Administrator of the National Highway Traffic Safety Administration, United States Department of Transportation, or delegate, as attorney for the undersigned, for and in the name of the undersigned to collect or to sell, assign, and transfer the securities described below as follows:

Title
Matures
Int. Rate
Denom.
Serial #
Coupon/registered

The securities having been deposited by it as security for the performance of the agreements undertaken in a bond with the United States, executed on the date of _____, the terms and conditions of which are incorporated by reference into this power of attorney and agreement and made a part hereof. The undersigned agrees that in case of any default in the performance of any of the agreements the attorney shall have full power to collect the securities or any part thereof, or to sell, assign, and transfer the securities or any part thereof, or to sell, assign, and transfer the securities of any part thereof at public or private sale, without notice, free from any equity of redemption and without appraisal or valuation, notice and right to redeem being waived and to apply the proceeds of the sale or collection in whole or in part to the satisfaction of any obligation arising by reason of default. The undersigned further agrees that the authority granted by this agreement is irrevocable. The undersigned ratifies and confirms whatever the attorney shall do by virtue of this agreement.

Witnessed and signed this _____ day of

_____, _____.

Before me, the undersigned, a notary public within and for the County of _____